

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brian I. Marcus, Warren S. Heit

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: July 1, 1998

2. Name and address of receiving party(ies):

Name: TINKERS & CHANCE

Address: 52 Darrell Place

San Francisco, California

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Patent Application Serial No.: 08/890,294

Title: Character Recognition Educational System

Filed Date: July 9, 1997

B. Patent No.(s)

Additional numbers attached? Yes No

If this document is being filed together with a new application, the execution date of the application is: _____

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian I. Marcus

Address: 52 Darrell Place, Apt 1

San Francisco, CA 94111

Telephone: (415) 421-1049

6. Total Number of applications and

patents involved: 1 \$40.00 each

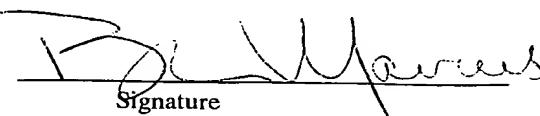
7. Total fee (37 CFR 3.41).....\$ 40.00

Check Enclosed

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian I. Marcus
Reg. No. 34,511


Signature

7/1/98
Date

10. Total number of pages to be recorded: 5 (1 page cover sheet and 4 page document).

JOINT INVENTOR ASSIGNMENT

WHEREAS, the undersigned,

(1) Brian J. Marcus _____ (2) Warren S. Heit _____

(3) _____ (4) _____

(hereinafter termed "Inventors"), residents of

(1) 52 Darrell Place, #1 _____ (2) 2144 Green Street, Apt. A _____

(3) _____ (4) _____

respectively, Cities of

(1) San Francisco _____ (2) San Francisco _____

(3) _____ (4) _____

respectively, Counties of

(1) San Francisco _____ (2) San Francisco _____

(3) _____ (4) _____

respectively, States of

(1) California _____ (2) California _____

(3) _____ (4) _____

respectively, have invented certain new and useful improvements in:

CHARACTER RECOGNITION EDUCATIONAL SYSTEM

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. _____ On the

(1) _____ day of _____, 19____; (2) _____ day of _____, 19____;

(3) _____ day of _____, 19____; (4) _____ day of _____, 19____;

respectively;

Or

2. Said application having SC/Serial Number 08/890,294 and filed on the 9th day of July, 1997.

WHEREAS TINKERS & CHANCE (hereinafter termed "Assignee"), a partnership of the State of California, having a place of business in San Francisco, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

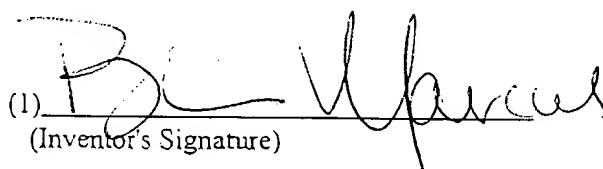
1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

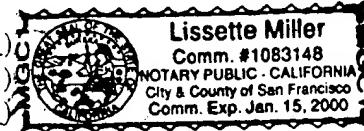
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

(1) 
(Inventor's Signature)

State of California

County of San Francisco



On July 1, 1998 before me, Lissette Miller, Notary Public
(name and title of officer)

personally appeared Brian I. Marcus personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lissette Miller

(2) Wm Shaffer
(Inventor's Signature)

State of California)
County of Santa Clara)

On June 30, 1998 before me, Karen K. Layman, Notary Public,
(name and title of officer)
personally appeared Varian S. Heit, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Karen K. Layman

